

John-Mark :Howard
Sui Juris
C / O general delivery at:
406 EAST 300 SOUTH # 308, SLC, UTAH [84111]

FILED
U.S. DISTRICT COURT

2012 JUN 13 P 3:13

FEDERAL DISTRICT COURT OF UTAH
SALT LAKE CITY DEPARTMENT, FOR COUNTY OF UTAH
BY: DEPUTY CLERK

John-Mark :Howard) CIVIL NO. 2:12cv00445
)
Plaintiff,)
) AMENDED AND VERIFIED COMPLAINT:
vs.)
) TITLE 42 USC SECTION 1983,
Paul M. Halliday Jr., Benjamin Mann, Will) TRIAL BY JURY DEMAND,
Jones, Aaron Wagner, David Church, City of) CERTIFICATE OF SERVICE.
Alpine, CITI MORTGAGE and PNC)
MORTGAGE, Officers, Agents, Private)
Parties, et al, john does 1-10 and roe) Judge: Clark Waddoups
corporations 1-10; DOE GOVERNMENTAL)
UNITS 1-10,)
Defendants .)

INTRODUCTION & OPENING STATEMEMT

This is an action brought by Plaintiff against State Officials / Agents and Private Parties acting under the Color of Law and other Parties related to a FORECLOSURE attempt against civil rights violations involving fair debt collection practices, proof of claim and acquiescence.

At all times relevant herein the Defendants, including State Officials / Agents and Private Parties acting under the Color of Law and outside the scope of their jurisdiction and authority, willfully or un willfully caused Plaintiff damage and physical injury and in so doing, violated clearly established law as those laws apply to Plaintiff rights protected under the Constitution, particularly under the 4th, 5th, 6th, 7th, 8th, 9th, and 14th Amendments.

Be it known, each of the state officials, agents and private parties herein have sworn an "oath of office" in regards to their duties and therefore each of their acts under "color" of state law is in direct violation of their oath of office and equates to CRIMINAL CONSPIRACY under section 1985.

Defendant Judge's in support of such actions are tantamount to nothing less than CRIMINAL TREASON against the united States Constitution and the People of the United States.

JURISDICTION and VENUE

1. Plaintiff brings this action pursuant to sections 1983, 1985, 1986, and 1988, and invokes the jurisdiction of this court pursuant to Title 28 USC Section 1343 (A) (3) (4), Section 1331 and pursuant to the 14th Amendment, Title 42 USC Section 1983 and the Civil Rights Act of 1870.
2. At all times relevant, all of the causes of action were committed within the geographical jurisdiction of this court.

PARTIES

Plaintiff, John-Mark :Howard, herein after "Howard", at all times relevant herein, lived in the city of ALPINE, in the state of UTAH. Howard has lived in the State of UTAH since 1988.

3. **Defendants**, Paul M. Halliday Jr., Benjamin Mann, Will Jones, Aaron Wagner, David Church, City of Alpine, Officers, agents and private parties et al, john does 1-10 and roe corporations 1-10, herein after "Halliday", at all times relevant to this complaint, were acting as an employed, compensated, enriched and rewarded Officer / Agent as a corporate entity and or in a municipality of Alpine city, in the state of UTAH. Halliday is being sued individually and in his official capacity.
4. Defendant in the City of Alpine, herein after "City", at all times relevant to this complaint, was and is, an officer, agent of a municipality and or corporation of the State of UTAH, responsible for compensating, enriching, rewarding and making policy for Defendants,

CITI MORTGAGE and PNC MORTGAGE and John Does.

5. Defendants Magistrate Judge/s, herein after "Magistrate" at all times relevant to this complaint, were acting as a duly elected official and was employed, compensated, enriched and rewarded performing his duties as a magistrate. Magistrate listed on 4th district Utah County case and or appellate case, may be sued individually and in his / their official capacity.

FACTS

6. SEE EXHIBIT A , B & C - AFFIDAVIT'S OF FACTS (Individual and Property Interest)
7. As a proximate and direct result of the actions of defendants herein, Howard rights were knowingly or un knowingly violated in direct violation of clearly established Federal law. At all times herein, the defendants were acting under color of state law.
8. All of the Defendants, at all times related herein, acted wantonly, recklessly, willfully and maliciously and in concert with additional state officers showing a deliberate, indifference towards Howard and the rights of Howard, protected and guaranteed by the Constitution with the direct intent and sole purpose of injuring, humiliating, vexing,
9. oppressing and causing mental anguish to Howard. As a direct and / or proximate result of Defendants actions, Howard is seeking punitive damages.

FEDERAL CAUSES OF ACTION

10. All allegations set forth in paragraphs herein by reference.

As and for a first cause of Action

11. Upon information, the Defendant City, is being sued as a "person" maintains a pattern and practice of depriving liberty and property and causing damage without probable cause or proper foundation as secured by the Constitution as demonstrated by the deprivation of Howard rights.

As and for a second cause of Action

12. Upon information, the Defendant, City failed and / or neglected to properly train and supervise its employees and / or agents and especially its officers and municipal judges with respect to individual rights as protected by the Constitution as made evident by the several severe abuse(s) and damage(s) sustained by Halliday.

As and for a third cause of Action

13. At all times relevant, all defendants, especially Halliday and Judge/s, were acting within the scope of their presumed duties as employees and / or agents of Defendant, City when depriving Howard of his rights, liberty and freedom from proof of claim, fair debt collection practices, acquiescence, unprovoked multiple administrative foreclosure sale attacks and other violations of clearly established laws protected by the 4th, 5th, 6th, 7th, 9th and 14th amendments.

14. Defendant City is liable under the Doctrine of *Respondent Superior* for the acts of their employees and / or agents, committed within the scope of their employee and / or agents duties, but outside the scope of their discretion in a long train of abuses which is a custom, policy or practice to violate clearly established law.

As and for a forth cause of Action

PROOF OF CLAIM, that any obligation on my part is enforcement of a lawful process on a Living Being, man, under Common Law jurisdiction. PROOF OF CLAIM that any contract between myself, the living being, and your company was done so with all relevant matters and items to said contract having been fully disclosed, prior to the signing in wet ink signatures by both parties, including the following per UCC-1 (see attached exhibit D).

As and for a fifth cause of Action

Request for debt validation per THE FAIR DEBT COLLECTION PRACTICES ACT, 15 USC § 1601, ET SEQ. This account is now a CLOSED ACCOUNT. An account to which no further additions can be made on either side, but which remains still open for adjustment and set-off of debt, which distinguishes it from an account stated" Black's Law Dictionary, 6th Edition.

As and for a sixth cause of Action

Acquiescence - the act or condition of acquiescing or giving tacit assent; agreement or consent by silence or without objection; compliance. *Law* such neglect to take legal proceedings for such a long time. (as to imply the abandonment of a right.)

Silence is acquiescence. See: *Connally v. General Construction Co.*, 269 U.S. 385, 391. Notification of legal responsibility is "the first essential of due process of law." Also, see: *U.S. v. Tweel*, 550 F. 2d. 297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading."

LAWFUL NOTIFICATION

A lawful notification letter was sent to Halliday, attorney firm via certified mail, pursuant to The Bill of Rights of the National Constitution, the Supreme Law of the Land, in particular, the First, Fourth, Fifth, Seventh and Ninth Amendments, and the UTAH State Constitution, in particular, Article 1, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14, and required written response specific to the subject matter. The response from Halliday, on May 04, 2012 was insufficient as stipulated. Failure to rebut with particularity on everything in the letter with which was disagreed / lawful, legal and binding is agreement with and admission to the fact that everything in the letter is true, correct, legal, lawful and binding, in any court, anywhere in America, without protest or objection or that of those who represent Halliday. Silence is acquiescence. See: *Connally v. General Construction Co.*, 269 U.S. 385, 391.

Notification of legal responsibility is "the first essential of due process of law." Also, see: *U.S. v. Tweel*, 550 F. 2d. 297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading."

1. The claim that Halliday represents PNC Mortgage in connection with the above referenced account." Halliday letter refers to Account number 0006208070, yet they have provided no lawful proof of this position in this instant matter. Therefore, Halliday must provide a genuine certified copy of a contract / agreement, sworn and attested to by a responsible party legally authorized to contract on behalf of the aforementioned creditor demonstrating lawful proof that said creditor is a valid and lawful party of interest in this matter and that Halliday is their agent in this matter with valid and lawful authorization, so attesting under the pains and penalties of perjury. Halliday, failure to provide such a contract / agreement is Halliday admission that no such contract / agreement exists and further, that Halliday is acting on Halliday own behalf and interests in Halliday attempt to collect this alleged debt and are not a real party in interest. In this instance, Halliday has perpetrated blatant fraud and attempted theft and will be held accountable and liable for that act and so charged with the proper authorities.

2. If Halliday is an attorney, an officer of the court, Halliday is required to have an oath of office on file for public scrutiny and bonds to guarantee Halliday faithful performance of duties, pursuant to oath, as the law requires, as well as malpractice insurance. Plaintiff, respectfully demands that Halliday send a certified copy or timely filed oath of office and copies of all bonds required to obtain, according to law including documented proof of Halliday malpractice insurance. If Halliday fails to provide these, then Halliday admits that they have no oath of office, no bonds as required by law, and no malpractice insurance.

3. Further, Halliday is formally notified that this matter was resolved via an E.F.T. instrument on or about APRIL 10th, 2012 which was properly applied and credited to account.

Since Halliday did not respond to the requests and statements above, should they persist in spite of this then, Halliday commits deliberate fraud and attempted theft, which perjures Halliday oath and violates state laws governing attorneys and the Rules of Professional Conduct. Such actions now subject Halliday to criminal charges through title 18 and / or 42., civil action and disciplinary action from the Bar Association and the state Supreme Court with whom Plaintiff will file charges against. In addition, I will notify Halliday malpractice insurer of the unlawful actions in violation of including, but not limited to, due process of law, which may adversely impact Halliday and possibly the entire law firm.

In attempted efforts to defraud Plaintiff of and steal Howard property, Halliday has violated Plaintiff Constitutionally guaranteed Rights and all aspects of due process of law, in particular those rights secured in the Bill of Rights, including, but not limited to, Plaintiff 1st, 4th, 5th, 6th, 7th and 9th Amendment Rights and those rights guaranteed and protected in the UTAH Constitution Bill of Rights. By Halliday unlawful actions, specifically enumerated and described above, Halliday has committed crimes against the People and has lead other defendants to do so. In this instant case me, Plaintiff Howard.

By Halliday not producing lawful and official presentation of granted limited delegated authority Halliday has no “perceived immunity” of alleged position as agent and can be sued in federal court for wrong doing against Plaintiff, personally, privately, individually and in your professional capacity, as can all those whom you claim to represent, including any of your supervisors and anyone having oversight responsibility for you, any entity or individual/s in collusion. If, once they are notified of your wrong doing, they fail to take lawful actions to correct it. If they fail to act and correct the matter, then, they condone, aid and abet your criminal

actions and further, collude and conspire to deprive Plaintiff and other Citizens of their Rights guaranteed in the Constitutions, as a custom practice, policy and usual business operation and the entities for which they work. Be assured that Plaintiff will claim and protect the Constitutionally guaranteed Rights which Halliday and any and all defendants have unlawfully, and without lawful authority, denied.

Such ramifications will affect both private and personal capacity and affect those who allegedly authorized the fraud upon Plaintiff and to steal Plaintiff private personal property. Halliday has been lawfully noticed and if Halliday proceeds further, they do so at their own legal and lawful detriment.

Halliday has failed to disagree with anything in particularity. Has not supported disagreement with evidence, fact and valid Law. Halliday failure to respond as stipulated, is in agreement with and admission to the fact that everything in the letter / notice is true, correct, legal, lawful and is an irrevocable agreement attesting to this, fully binding upon Halliday, in any court in America, without protest or objection or that of those who represent Halliday.

Plaintiff believes that this should be sufficient evidence to support that this account has been settled and closed. If the court does not accept this as sufficient evidence regarding this matter then Plaintiff demands a trial by Jury. This proceeding must be conducted in a court that conformed to and function in accordance with Article III Section 2 of the Federal Constitution as the only court that can hear matters of the People, Howard being the People in this matter.

See Cooper v. Aaron, 358 U.S. Ct. 1401, 3 L. Ed. 2d 5 (1958) "State government officials are bound to comply with Supreme Court rulings and court orders based upon the Supreme Court's interpretation of the Constitution. The United States Constitution is the supreme law of the land per the Supremacy Clause of Article VI. In Marbury v. Madison, the federal judiciary was declared the supreme authority with respect to Constitutional interpretation.

Marbury v. Madison has been respected by this Court and the nation as a permanent and indispensable component of the American constitutional system of government."

A. The alleged Counsels, after numerous demands from the Plaintiff by letters in pleadings and motions, still have NOT lawfully proven via copies of their timely filed Oaths, good faith / surety bonds, and valid malpractice insurance, that they are statutorily compliant and able to function as officers of the court and able to practice law before this court.

See Fredman Brothers Furniture v. Dept. of Revenue, 109 Ill. 2d 202, 486 N.E. 2d 893,.. "Fraud committed in the procurement of jurisdiction..."

B. The alleged Counsels/Attorneys, after numerous demands from the Plaintiff in letters, in pleadings, motions, prove via some corporate resolution or other lawfully recognizable notarized contract that there is specific, detailed and a binding agreement between alleged Defendants and the alleged Counsels of record.

C. Upon demand in open court by Plaintiff, that alleged opposing Counsels can lawfully prove that they are not third party debt collectors operating on their own behalf and interest in this matter. *See In re Village of Willowbrook, 37 Ill. App. 3d 393(1962), "..Fraud upon the court."*

D. Hearsay is not allowed into the record as evidence by allowing the alleged counsels to do so regarding an alleged in court phone conversation with an alleged party.

See Trinsey v. Pagliaro D.C.Pa. 1964, 229 F. Supp. 647 "An attorney for the plaintiff cannot admit evidence into the court. He is either an attorney or a witness," and, "Statements of counsel in brief or in argument are not facts before the court."

WHEREFORE:

Howard demands judgment against the defendants, jointly and severally, as follows:

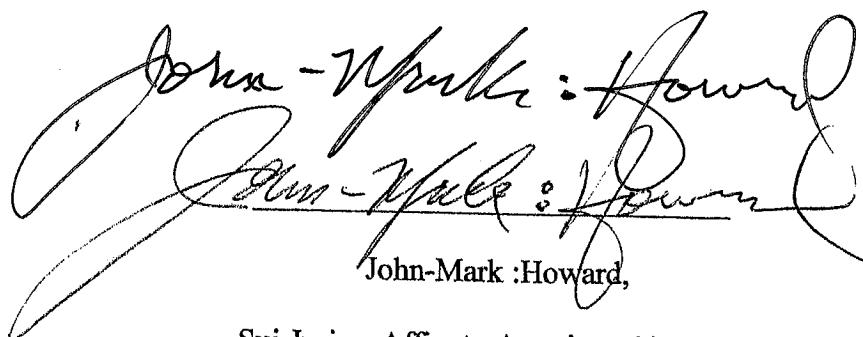
- a. as compensatory damages, the sum of what the jury deems fair.
- b. as punitive damages, the sum of what the jury deems fair.
- c. all costs and disbursements of this action;
- d. all attorney's fees incurred in prosecuting this action pursuant to 42 U.S.C. 1983;
- e. the right to amend this complaint as warranted by further evidence and fact finding;
- f. other such further relief as to the Court seems proper.

TRIAL BY JURY IS HEREBY DEMANDED

DATED: MAY 31st, 2012.

Respectfully submitted,

All Rights Reserved



John-Mark :Howard
John-Mark :Howard

Sui Juris - Affiant - American Citizen

NOTARY PUBLIC

Jurat

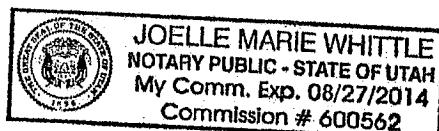
State of UTAH)

County of UTAH)

Subscribed and sworn to (or affirmed) before me on this, 31st day of MAY, 2012.

John-Mark :Howard,

Proved to me on the basis of satisfactory evidence to be the person who appeared before me.



(seal)

A handwritten signature in black ink, appearing to read "Joelle Marie Whittle".

Notary

CERTIFICATE OF SERVICE

I, certify that a true and correct copy was served on DEFENDANTS, its agents, representatives, parties and / or legal representatives by CERTIFIED USPS mail.

Respectfully submitted this ~~31st~~ day of ~~MAY~~, 2012

13th June

COPY:

Paul M. Halliday Jr., Benjamin Mann
CITI MORTGAGE and PNC MORTGAGE,
Officers, Agents, Parties, et al,
376 east 400 south # 300
salt lake city, Utah 84111

Eric Goodrich
B. T. J. & D. PC
Attn: Will Jones and Aaron Wagner
3165 east millrock dr. ~~#500~~
salt lake city, Utah 84121

ALPINE CITY
20 north main st.
Alpine, Utah 84004

Blaisdell & Church PC
Attn: David Church
5995 South Redwood rd.
salt lake city, Utah 84123

John-Mark :Howard
John-Mark :Howard
John-Mark :Howard

Attachment
108 CASE #
2:12CV00445 Exhibit - A

AFFIDAVIT OF TRUTH
For: Judicial Process

In reference to subject property located:

108 West Bordeaux Lane, Alpine Ut. 84004 Entry #: 99383:2008

John-Mark :Howard (Trustor / Grantor)

C / O MARK HOWARD

108 West Bordeaux Lane, Alpine Ut. 84004

City of Alpine, UTAH COUNTY / UTAH.

Tax Lot Number: 34-319-0021 Instrument Number: 99383:2008

Recorded Date: September 8th, 2008

Original Loan Number: 002005649990 Loan Date: September 5, 2008

Original DEED OF TRUST Number: 99383:2008 Dated: September 8th, 2008

For The Record

Comes now, the undersigned Affiant, John-Mark :Howard, being competent to testify and being over the age of 21 years of age, after first being duly sworn according to law to tell the truth to the facts related herein states the he has firsthand knowledge of the facts stated herein and believes these facts to be true to the best of his knowledge.

Plain Statement of Facts

1. There is no evidence that MARK HOWARD has any outstanding liabilities or obligations with PNC MORTGAGE et al under the doctrine of ultra vires. By doctrine of ultra vires, a contract made by a corporation beyond the scope of its corporate powers is unlawful. Affiant believes there is no proof to the contrary.
2. PNC MORTGAGE et al failed to provide proof of FULL DISCLOSURE to all matters dealing with the above loan and said contract as required by law in the Truth-in-Lending Act pursuant to 15 USC §§ 1601-1667j. The Bank failed to provide all documented information that was requested in a Qualified Written Request sent to the bank on 21 June 2010, a second time on 01 October 2010 and again for the 3rd time on 02 September 2010 by USPS Certified Mail. The original lender Citi-Mortgage, willfully or un-willfully committed fraud of inducement and omissions in executing the contract through their lack of full disclosure and are currently pending along with PNC Mortgage in a Federal Court Title 42-1983 case.
3. Citi-Mortgage et al brought forward and / or loaned its own 'CREDIT' within the Transaction / Contract. Banks do not have the authority to create or loan out CREDIT, it must be legal tender backed by United States notes. They committed unlawful acts of fraud while violating SEC rules and regulations. Affiant believes there is no proof to the contrary.

PNC MORTGAGE et al failed to prove through remedy, that the undersigned's signature on the original 'Contract' did not create the value for the loan, and that the undersigned did not put the property up (by pledge) as the collateral for said 'loan' by his signature as well. Affiant believes / knows there is no proof to the contrary.

4. PNC MORTGAGE et al, failed to produce for my inspection upon demand as required by law, the original (Wet Signature) documents including the Deed of Trust and the Promissory Note and allonge, as evidence that they are, in fact, the holder in due course of the purported obligation. Despite given three opportunities to provide proof of claim on this matter via certified mail. Bank has not, can not and have not been able to provide presentment upon request or demand. Affiant believes there is no proof to the contrary.
5. PNC MORTGAGE et al has no evidence that the Bank was put at risk by extending the above-referenced loan to MARK HOWARD . Therefore, the Bank has not put forth any **consideration** in the alleged contract. **without Consideration**, the Contract is null and void. Affiant believes there is no proof to the contrary.
6. PNC MORTGAGE et al has no evidence that it was / is or will be damaged if the above-referenced alleged loan is not repaid. There is no proof to the contrary.
7. PNC MORTGAGE et al failed to prove that they are the Note Holder in Due Course pursuant of U.C.C. - ARTICLE 3 -§3-302 despite TWO qualified written request's demanding the Bank to stipulate and clarify this fact. No where on the loan documents or deed of trust was there mention of the word "holder". There is no proof to the contrary.
8. If in fact PNC MORTGAGE et al has the authority to enforce the contract through servicing and assignment, they have provided no proof of such authority despite two written requests via certified mail. There is no proof to the contrary.
9. PNC MORTGAGE et al failed to stipulate that they are a Creditor in the contract to have **legal subject matter jurisdiction** in this matter, despite TWO qualified written requests demanding that the Bank stipulate and clarify this fact for the record. There is no proof that the bank suffered any loss in extending the alleged debt to MARK HOWARD .
10. A Notice of Lender's Default was declared on PNC MORTGAGE et al by Trustor / Grantor due to their lack of proof of claim through a private administrative act process. The original Deed of Trust has been declared null and void by Trustor. This Notice was recorded on public record and PNC MORTGAGE et al was duly notified via certified mail. PNC MORTGAGE et al was given 21 days, 3 consecutive times to contest this declaration. To date, PNC MORT. et al has ignored all notices to this declaration and therefore has activated estoppel via acquiescence. PNC MORTGAGE et al has exhausted the administrative remedy in this matter more than a year ago and has recently been awarded Judicially through the State Court however, WITHOUT a TRIAL BY JURY that was demanded under the basic rights of the constitution, 7th amendment.
11. Affiant has a \$480,000 DOWN PAYMENT, valid secured interest in subject property that know one has even attempted to offer settlement upon. Instead, countless acts of intimidation and violations of minimal, 4th, 5th, 6th and 7th amendments of the US Constitution and Title 42 -1983.

12. As of the 7th of MAY 2012. **ALL STATE OF UTAH COURT actions / decisions** may be considered for the FEDERAL COURT filing however, now have **NO JURISDICTION** in this matter due to a new filing in FEDERAL COURT case # 2:12cv00445 filed, MAY 7th 2012.

13. Affiant was in attendance with TWO other witnesses at the unlawful and unauthorized trustee sale of subject property on the 8th of MAY 2012. Affiant properly served each bidder a LIS PENDENS NOTICE that was also recorded with the county recorders office the day before, on May 7th, pertaining to CURRENT subject matter **JURISDICTION** as mentioned above. The notice was hand delivered to the alleged buyer for X Factor Back Country, LLC, **Eric Towner**. after the alleged sale was final, I asked Eric or a decision maker for his company to give me a call, concerning further action on this subject property, since the property was currently occupied by Affiant / Owner. NO follow up was made by any individual or entity of X Factor Back Country, LLC or any other Corporate entity. I had no follow up info to contact them on my own initiative of which I did request from **Eric Towner** (the winning bidder at the auction).

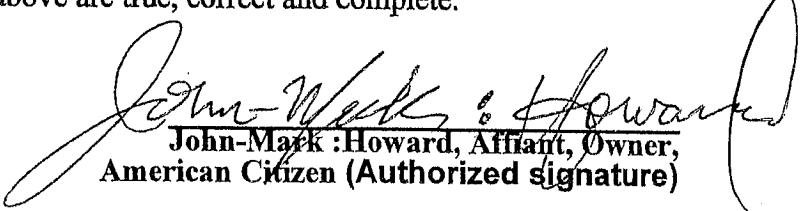
14. Affiant rented out subject property before and during the state case of defending ownership as a Plaintiff, recouping losses of Affiant's down payment during the judicial process. Affiant took up residence as Owner in subject property on May 4th 2012 (witnesses are available) and left the Alpine home, out of town, on May 10th, after the May 8th fraudulent foreclosure sale, returning on May 17th. Upon returning to the home, Affiant entered through the garage door as usual with the garage door opener from Affiant's vehicle. While doing so, noticed TWO for sale signs on the lawn. Upon further discovery, Affiant found that the locks had ALL been changed & security lighting altered. Neighbors Identified the individual in trespass, as **Will Jones**.

15. On May 22nd Affiant was threatened by an unidentified person, later identified by police as **Aaron Wagner** who threatened forceful entry if I did not let him in. I immediately called the police and as they intervened, Aaron Wagner continued to make threats and became irrational for more than 2 / two hours. The outcome was a NON- Judicial decision and action in violation of my **Judicial, Civil Rights** made by the **City of Alpine and police Attorney representative** David Church. The on duty police Chief had me UNWILLINGLY escorted and removed from the subject property by officers Williams and Zobel, on the advice of said Attorney David Church(as stated by **David Church** and Police Chief Botkin).

16. **Any and ALL Individuals in connection with X Factor Back Country, LLC and the City of Alpine that acted on the above listed action # 14 and 15 to include, No proof of Oath of office, trespassing, unlawful detainment and search and seizure by police, is now in violation of Affiant's civil rights pertaining to USC-Title 42-1983 at minimal under, Amendments 4, 5 ,6, 7 and 9. The above said individuals will now be added to the current list of defendants on an amended complaint, originally filed on the 7th day of MAY 2012.**

IN WITNESS THEREOF, I here unto set my hand and seal on this 31st day of MAY, 2012 and hereby certify that all the statements made above are true, correct and complete.

Dated: the 31st day of MAY, 2012


John-Mark Howard, Affiant, Owner,
American Citizen (Authorized signature)

NOTARY PUBLIC

Jurat

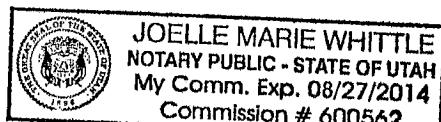
State of UTAH)

County of UTAH)

Subscribed and sworn to (or affirmed) before me on this, 31st day of MAY, 2012.

John-Mark :Howard,

Proved to me on the basis of satisfactory evidence to be the person who appeared before me.



(seal)

A handwritten signature in black ink, appearing to read "Joelle Marie Whittle". The signature is fluid and cursive, with a prominent "J" at the beginning.

Notary

Exhibit - B

AFFIDAVIT OF STATUS:

For:

John - Mark :Howard

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

Comes now, John - Mark :Howard, your Affiant, being competent to testify and being of legal age, after first being duly sworn according to law to tell the truth to the facts related herein states that he has first hand knowledge of the facts stated herein and believes these facts to be true to the best of his knowledge.

1. That your Affiant is one of the People of these United States of America, being a creation of God and born in one of the several States.
2. Your Affiant is a living, breathing, sentient being on the land, a Natural Person and therefore is not and cannot be any ARTIFICIAL PERSON and, therefore, is exempt from any and all identifications, treatments, and requirements as such pursuant to any process, law, code, or statute or any color of law thereof.
3. Your Affiant notices that in these United States of America, the authority of any and all governments reside in the People of the land, for government is a fiction of the mind and can only be created by the People, effected by the People and overseen by the People for the benefit of the People.
4. Your Affiant at all times claims all and waives none of his God given secured and guaranteed

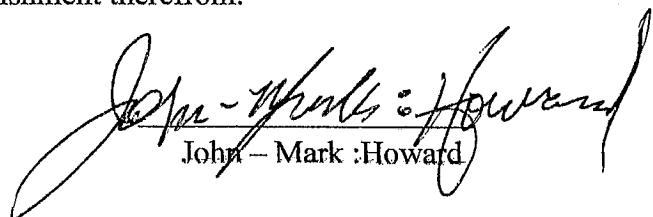
Rights pursuant to the Declaration of Independence and the Constitution of the United States

of America as ratified in 1791 with the Articles of the Amendments.

5. Your Affiant notices that pursuant to the Constitution of the United States of America as ratified in 1791 with the Articles of the Amendments, Article VI paragraph 2, "This Constitution and the Laws of the United States which shall be made in Pursuance thereof and all Treaties made under the authority of the United States, shall be the Supreme Law of the Land and the Judges in every State shall be bound thereby, any thing in the Constitution or Laws of any State to the Contrary notwithstanding".
6. Your affiant notices, that as a matter of their lawful compliance to the referenced Constitution, any of the People, while functioning in any Public capacity, in return for the trust of the People, are granted limited delegated authority of and by the People, with specific duties delineated in accordance thereof, shall only do so pursuant to a lawfully designated, sworn and subscribed Oath of Office and any and all bonds required thereof.
7. Your Affiant notices that the only court authorized by the referenced Constitution to hear matters of the People is a court that conforms to and functions in accordance with Article III Section 2 of the referenced Constitution in which all officers of the court abide by their sworn and subscribed oaths of office and support and defend the Rights of the People and are heard only Trial by jury and in accordance with all aspects of due process of law.
8. Your Affiant notices that pursuant to this Supreme Law of the Land and the God given Rights secured and guaranteed therein, this Constitution is established to ensure that the dominion granted by God to all People, on this land, shall endure, and ensure forever that this People on this land be free from any and all slavery, indenture, tyranny and oppression under color of any law, statute, code, policy, procedure or of any other type.

9. Your Affiant further notices that pursuant to this Constitution, Affiant cannot be compelled, manipulated, extorted, tricked, threatened, placed under duress, or coerced, or so effected under color of law by any Natural Person, who individually or in any capacity as or under any Artificial Person, agency, entity, officer or party into waiving of any of Affiant's Rights or to act in contradiction thereof or to act in opposite of the moral conscience and dominion granted Affiant by God, nor can Affiant be deprived of any of these Rights, privileges, and immunities except by lawful process in accordance with the Law, without that Natural and / or Artificial Person, in whatever capacity, in so doing, causing injury to your Affiant and thereby committing numerous crimes, requiring lawful punishment therefrom.

Further, Affiant sayeth naught.



John - Mark :Howard

NOTARY PUBLIC

STATE OF UTAH)
)
) ss
COUNTY OF SALT LAKE)

Before me, Sonita Claiborne, A Notary Public duly authorized by the State of UTAH, personally appeared John - Mark :Howard, who has sworn to and subscribed in my presence, the foregoing document, on this 7th day of March in the Year 2012.

Notary Public Seal

Notary Signature Son 

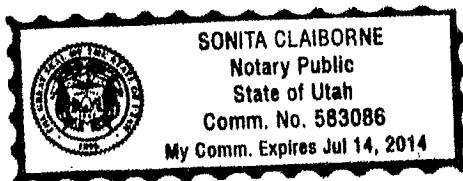


Exhibit - C

AFFIDAVIT of INTEREST in PROPERTY:

For:

John - Mark :Howard

STATE OF UTAH)
)
) ss
COUNTY OF SALT LAKE)

Comes now, John -Mark :Howard, your Affiant, being competent to testify and being of legal age, after first being duly sworn according to law to tell the truth to the facts related herein states that he has first hand knowledge of the facts stated herein and believes these facts to be true to the best of his knowledge.

Your Affiant has a secured interest in the following property located at:

108 West Bordeaux Lane, Alpine Utah 84004

Legal Description:

the following tract of land in Utah County, State of Utah, to-wit:

Lot 21, Plat "A", AMENDED, contained with the ALPINE COTTAGES, a Utah Planned Residential Development as said lot is identified in plat of said development recorded December 20, 2000 as entry No. 100578 of Plats and as further defined and described in the Declaration of Condominium of the Alpine Cottages, a Planned Residential Development recorded September 14, 1999 as entry No.101203 in Book 5215 at Page 7 in the office of the Recorder of Utah County, Utah and in any supplements / amendments thereto.

Together with a right of easement of use and enjoyment in and to the Common Areas Described and provided for in said Declaration and any supplements thereto.

Parcel No: 34-319-0021

Less an accepting any and all water rights associated herewith and subject to any *easements, restrictions and rights of way appearing of record and enforceable in law.*

Plaintiff is using an Injunction against the Defendant, an OWNER and NOT a RENTER to pressure him into releasing his Property, claiming that Plaintiff has lawful possession. Defendant argues that if the court maintains the same posture and continues to use the Plaintiff's Injunction Complaint, than its "an unlawful interference in a process and proceeding of a court," pursuant to Utah Judicial Code Title 78B-6-301(9). Then there is "deceit or abuse of the process of the court , by a party to an action," pursuant to Utah Judicial Code Title 78B-301(4), by the Plaintiff's.

Before Plaintiff has any right of eviction, plaintiff has the burden of proof that plaintiff is the owner and holder in due course of the real property located at 108 west Bordeaux lane, Alpine Utah 84004.

Statements of Plaintiff counsel in brief or in argument are not sufficient for the alleged complaint for eviction by three or five day summons for a default judgement in accord of *Trinsey v Pagliaro*, D.C. Pa. 1964, 229 F. Supp. 647, which does not provide that counsel can testify at any time, including writing and expressly for and in behalf of alleged plaintiff(s) that are corporations. Plaintiff counsel, is testifying on behalf of corporations that are insolvent by law however, claim ownership and holder in due course of the subject real property, when the claim is flawed and / or fraudulent.

6. Your Affiant has purchased the above described property on September 5th 2008.
7. Your Affiant made a down payment of more than \$480,000 on the above described property .
8. Your Affiant had a mortgage agreement with Citi Mortgage, a known producer of Credit Default Swaps that are currently being challenged in a federal class action suit.
9. Your Affiant, as of this date has paid in more than the \$20 twenty dollars and / or adjustment for inflation more than \$75,000 dollars to qualify for a **Trial by Jury as preserved by the Bill of Rights Amendment VII**.
10. Secured interest claims are in dispute by BOTH parties, NOT one party. BOTH claim ownership by due course therefore, subject matter should be settled by BOTH parties or **Trial by Jury as preserved by the 7th Amendment**.

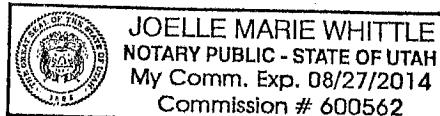
Plaintiff/s are unwilling to settle. Therefore, Affiant demands a Trial by Jury.

Further, Affiant sayeth naught.

NOTARY PUBLIC

STATE OF UTAH)
)
) ss
COUNTY OF UTAH)

Before me, Joelle Whittle, A Notary Public duly authorized by the State of UTAH, personally appeared John - Mark Howard, who has sworn to and subscribed in my presence, the foregoing document, on this 31st day of May in the Year of our Lord 2012.



Notary Public Seal

Notary Signature

Todd W. Hagg

Exhibit D

ENT 114693-2010-067

ENT 51794

Division Of Corporations



**Utah
Department of
Commerce**

Acknowledgement of Filing

File Number: 386249201042
Old File Number: N/A

Record Date: 10-14-2010 23:27
Lapse Date: 10-14-2015 23:59

Type: UCC
Status: ACTIVE

Filer:

JOHN- MARK :HOWARD
C/O 2133 EAST 9400 SOUTH #109
SANDY, UT 00000 USA

Collateral Description:

Action: ADD

Description:

THE NAMED DEBTOR IS PERSONAL GUARANTOR, MAKER, CREATOR AND ORIGINATOR OF INSTRUMENT(S) TITLED NOTE [PROMISSORY] SECURED BY DEED OF TRUST DATED THE 5TH DAY OF SEPTEMBER, 2008 THAT IS SECURED BY A DEED OF TRUST RECORDED AS INSTRUMENT # 99383:2008 IN THE UTAH COUNTY RECORDERS OFFICE ON SEPTEMBER 8, 2008. BY RIGHT OF CLAIM UNDER RECOUPMENT, PERSONAL GUARANTOR, MAKER, CREATOR AND ORIGINATOR OF SAID NOTE [PROMISSORY] INSTRUMENT(S) THAT ARE MONETIZED BY THE SIGNATURE OF NAMED SECURED PARTY AND ARE THE FINANCIAL ASSETS OF NAMED DEBTOR BY AND THROUGH SECURED PARTY UNDER LEGAL DESCRIPTION OF ALL PROPERTY BELONGING TO SAID GUARANTOR, MAKER, CREATOR BY PROCEEDS THAT ARE MONETIZED IN THE AMOUNT OF \$1,274,250.00 WITH THE INTEREST FROM SAID INSTRUMENT(S) THAT ARE DUE TO BE RESTORED TO SAID MAKER, CREATOR AND ORIGINATOR OR HAVE THE ACCOUNT SET OFF BY USE OF THE FINANCIAL LIABILITY OF THE ACCOUNTING LEDGER TO OFFSET THE FINANCIAL ASSET.

Amendment Type: COLLATERAL AMENDMENT

Amendment Action: ADD

Transaction Detail:

Form Type: UCC 3 FILING AMENDMENT

Transaction Cost: \$12.00

Effective Date: 12-30-2010 0:11

Receipt Number: 777

Submitter Ref: SA-JMH-10142010

Alt Designation: NONE

Web Transaction Id: 20101230-3071796-107208

Additional Description:

FILING APPROVED - 0

THE DATA LISTED ABOVE IS A 'NON-CERTIFIED' RECORD. PLEASE TAKE THE TIME TO REVIEW ALL OF THE INFORMATION. IF YOU FIND ANY DISCREPANCIES YOU MUST CONTACT THE DIVISION, AT NO COST, WITHIN 30 DAYS OF RECEIVING THIS ACKNOWLEDGEMENT.

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265

Exhibit D

B. Type Of Loan

1. FHA 2. FmHA 3. Conv. Unins.
4. VA 5. Conv. Ins.

6. File Number
11619LCS7. Loan Number
002005649990

8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower Mark Howard 11 Trandlane Cove Sandy UT 84092	E. Name and Address of Seller Cornerstone Escrow Services, LLC, Trustee	F. Name and Address of Lender CitiMortgage, Inc. 1000 Technology Drive Mail Station 852 O'Fallon MO 63368
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G. Property Location 108 West Bordeaux Lane Alpine	34-319-0021 UT 84004	H. Settlement Agent 11619 CORNERTSTONE TITLE INSURANCE AGENCY, LLC	76-084853
		Place of Settlement 47 West 9000 South, Suite 1 Sandy, UT 84070	Settlement Date 9/5/2008 Disbursement Date 9/8/2008

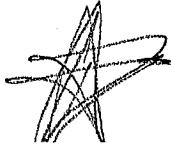
J. Summary of Borrower's Transaction	K. Summary of Seller's Transaction
100. Gross Amount Due From Borrower	400. Gross Amount Due to Seller
101. Contract Sales Price	401. Contract Sales Price
102. Personal Property	402. Personal Property
103. Settlement Charges to borrower (line 1400)	403.
104.	404.
105.	405.

Adjustments for Items paid by seller in advance		Adjustments for Items paid by seller in advance	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112. Appraisals Credit	2,500.00	412.	

120. Gross Amount Due From Borrower	1,762,761.62	420. Gross Amount Due To Seller	
200. Amounts paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	5,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	1,274,250.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.	,	504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	

Adjustments for Items unpaid by seller		Adjustments for Items unpaid by seller	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	1/1/2008 to 9/8/2008	2,548.85	511. County Taxes
212. Assessments	to		512. Assessments
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

220. Total paid By/For Borrower	1,281,798.85	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	1,762,761.62	601. Gross Amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	1,281,798.85	602. Less reductions in amt. due seller (line 520)	
303. Cash	<input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	480,962.77	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller



303. Cash

 From To Borrower

480,962.77

603. Cash

 To From Seller